



**Center for Disease Control  
Wisconsin Immunization Registry (WIR) Transformation Support**

**Contract: 47QTCA20D0073  
Task Order: 47QFNA20F0117  
Acquisition ID: 47QFNA20K0015  
Task ID: ID01200013**

**Contracting Officer:** Doug Punzel, GSA – Region 1  
10 Causeway Street  
Boston, MA 02222  
Douglas.Punzel@gsa.gov

**NAICS:** 541512 – Computer System Design Services

## Ordering Information

GSA, Region 1, Federal Acquisition Services is following the procedures set forth in [Federal Acquisition Regulation \(FAR\) 8.405-2](#) in placing this Task Order for Schedule 70 contract services. The applicable services required are identified in Schedule 70, SIN 132-51, 132-40, 70-500 and in each contractor's Schedule pricelists.

### I. Supplies or Services and Price Cost

This is a Firm Fixed Price type order. The contractor shall perform services in accordance with the Performance Work Statement (PWS) in Attachment 1 of this Request for Quote.

This Task Order does not provide payment for sick, holiday, or vacation leave. Contractors shall not work or be paid for any Government holidays or overtime. Therefore, full FTE hours typically equate to 1,880 hours per year.

This requirement is for one 12 month base year plus 2 option years, if exercised. See attached quote for reference:

CLIN	Description	Quantity In Hours	Hourly Rate	Total Amount
<b>0001</b>	Base Year Labor Categories		\$	\$
<b>1001</b>	Option Year 1 Labor Categories			
<b>2001</b>	Option Year 2 Labor Categories			
		<b>Quantity</b>	<b>Lot</b>	<b>Total Amount</b>
<b>0002</b>	Travel			\$0.00
	Burden on Travel			%
	<b>TOTAL ALL CLINS</b>			\$

## **TRAVEL:**

Travel is required for performance of this requirement; however, the cost of travel cannot be accurately forecast and is therefore awarded on a cost reimbursable basis. Cost for travel shall be burdened with the contractor's indirect handling rate, as agreed to by the Government. For bidding purposes, offerors should propose the following travel costs in the amount of \$0.00 per period for evaluation purposes.

Prior to making travel reservations and commencing travel, the Contractor shall ensure there is funding available on the contract and obtain a pre-approval, in writing, from the assigned COR/PM for all estimated travel costs, per trip, per employee traveling. Travel requests shall be submitted in advance of the travel to give adequate time for the review of estimates. Urgent requests will be permitted as necessary to meet the mission.

All travel must be IAW Federal Travel Regulations (FTR) prior to any travel taking place, reference website: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-ftr>. The GSA per diem rates must be reviewed to ensure compliance for all contract years and location of travel: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. The Contractor will be reimbursed for non-local transportation costs (greater than 100 miles from home office) and travel allowances for Contractor employees IAW FAR 32.205-46, and the applicable FTR regulation for the specific state governing the travel performed per order(s). Such transportation costs will not be reimbursed in an amount greater than the cost of, and time required for a refundable coach class, commercially scheduled air or ground travel by the most expeditious route. If coach air or ground transportation is not available, and the Contractor certifies to this fact in the voucher or other documents retained as a part of the order(s) record used to support claims or post-audit, the CO is required to pre-approve the travel in these situations IAW FAR 31.205-46(a)(3)(iii). All travel documentation with required receipts, including the order's pre-approval, must be included with the invoice for the month following when the travel took place. The PM will review all final travel costs and receipts when reviewing the monthly invoice. If there are any issues with travel costs and receipts, it will be elevated to the CO to resolve. Travel requests shall be submitted through GSA's ASSIST PAC electronic system, detailed instructions provided at the award kick-off meeting. Travel is assumed to be CONUS and US territories.

## **II. REQUIRED SERVICES – See Attached PWS**

## **III. SPECIAL TASK ORDER REQUIREMENTS**

- All Contractor personnel assigned to this task must be United States citizens.
- Any changes to the hours of operation will be coordinated between the Government and the Contractor. Any requests for overtime must be approved, in writing, by the Government.

- Section 508 Compliance All electronic and information technology (EIT) procured through this Statement of Work/Bill of Materials and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.accessboard.gov/sec508/508standards.htm> - Part 1194. The contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).
- All deliverables must be submitted in ASSIST via a Post Award Collaboration (PAC). See PWS for deliverables approval. Deliverables must include a cover letter, on the prime contractor's letterhead, describing the contents. Concurrently, a copy of the cover letter shall be attached to the task in ITSS. **The contractor shall attach copies of invoices and the monthly TSR to the "Reports Section" of this order at GSA's electronic invoicing application GSA ASSIST, <https://portal.fas.gsa.gov/public/login>.**

#### **Contractor Performance Assessment Rating System (CPARS)**

- (a) Pursuant to FAR 42.1502 this order is subject to Contractor Performance Assessment Rating System (CPARS) evaluations. CPARS is an automated system accessible via the internet that maintains reports of contractor performance for each contract.
- (b) Under CPARS, the Government will conduct an annual evaluation of the contractor's performance on the order. The Contractor has thirty (30) days after the Government's evaluation to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- (c) The CPARS requires the Government to assign certain roles in the system. Provide the name(s) of at least one individual (not more than three) that will be assigned as your contractor representative for CPARS:

<b>Name</b>	<b>Phone</b>	<b>Email Address</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Supervision of Contractor Personnel.** The contractor-supplied personnel are employees of the contractor and under the administrative control and supervision of the contractor. The contractor, through its personnel, shall perform the tasks prescribed

herein. The contractor shall select, supervise, and exercise control and direction over its employees under this order. The contractor shall not supervise, direct, or control neither the activities of Government personnel nor the employee of any other contractor. The Government shall not exercise any supervision or control over the contractor personnel in the performance of contractual services under this order. The contractor is accountable to the Government for the actions of its personnel. In the event that the performance of assigned contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the order, the Government reserves the right to request and receive satisfactory personnel replacement within five (5) calendar days of receipt by the contractor of written notification. Notification will include the reason for requesting replacement personnel. Replacement personnel must have the same minimum qualifications, additional specialized or specific experience and meet any applicable security requirements identified in this order.

**Quality Control.** The contractor will be responsible for quality control while performing under this contract and will ensure that the requirements of the contract are adhered to as specified within the PWS.

**Quality Assurance.** The government will monitor the contractor's performance under each task order through the use of contract deliverables and monthly status reports, as specified within the PWS.

**Standards of Conduct and Restrictions.** The contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The contractor shall not:

Discuss with unauthorized persons any information obtained in the performance of work under this order;

- Conduct business, other than that which is covered by this order, during periods paid by the Government;
- Conduct business not directly related to this order on Government premises;
- Use computer systems and/or other Government facilities for company or personal business; or
- Recruit on Government premises or otherwise act to disrupt official Government business.

Contractor personnel shall have the appropriate level of investigation and/or security clearance for each site. Personnel shall be required to submit a Request for User ID when access is required to a Government computer, to include if required the submission of proof that a favorable National Agency Check has been completed. Contractor personnel shall submit a Request for Deletion of User ID when access is no longer required. The Contractor will observe and comply with all security provisions in effect at each selected site.

- When applicable, the contractor shall arrange with the COR procedures for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters. Any requests received by the contractor to change the sequence or scope of this access shall be referred to the COR and Contracting Officer.

During the period of performance of this order, the rights of ingress to, and egress from, Government facilities for the contractor's personnel shall be made available as required. During all operations on Government premises, the contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Government facilities.

**TASK ORDER CLAUSES – NOT EXCLUDING, BUT NOT LIMITED TO CLAUSES AND PROVISIONS ALREADY CONTAINED IN THE APPLICABLE BASIC CONTRACT.**

The clauses contained in this section supplement the clauses contained in the Schedule contract and are specific to this task order.

**52.204-9 – Personal Identity Verification of Contractor Personnel.**

As prescribed in [4.1301](#), insert the following clause:

Personal Identity Verification of Contractor Personnel (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in

paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Dec 2019)

52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

52.204-26 - Covered Telecommunications Equipment or Services-Representation (Dec 2019)

#### **IV. INSPECTION AND ACCEPTANCE**

This is a performance based task. The Government will evaluate Contractor performance by using customer input obtained through customer surveys. Inspection and Acceptance of all services will be conducted by using the customer surveys.

Inspections will be conducted periodically by, and at the discretion of, the Government. Each inspection period shall be not more than two (2) months nor less than two (2) weeks in duration. The Contractor will be advised prior to the beginning of an inspection period.

When notified of an inspection period, the Contractor shall complete a Technical Response Form for each incidence of service called for under the Required Services of this Task Order. The Contractor will then send a copy of each completed Technical Response Form and the attached Customer Satisfaction Survey to the applicable customer for completion. The customer will complete the Customer Satisfaction Survey and return it to the necessary Government personnel.

This is a contract for commercial services. As stated in the Contractor's applicable FSS 70 Contract:

#### **V. Other FAR and GSAR/GSAM Clauses Specific to this Order**

##### **LIMITATION OF GOVERNMENT OBLIGATION (INCREMENTAL FUNDING), if applicable.**

The award document and all subsequent modifications set forth the amount obligated to this Order. The Government may allot additional funds incrementally to this Order up to the full ceiling value. The Contractor agrees to perform work on this Order up to the point at which the total amount paid and payable by the Government under this Order approximates but does not exceed the total amount actually allotted by the Government.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount allotted to the Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in this Order.

The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this Order and the Contractor is not obligated to continue performance under this Order (including actions under the Termination clause of the applicable contract) or otherwise incur costs in excess of the amount then allotted to this Order by the Government.

No notice, communication, or representation in any form from any person other than the Contracting Officer shall affect the amount allotted by the Government to this Order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this Order, whether incurred during the course of the Task Order or as a result of termination.

## **TEAMING ARRANGEMENTS**

Contractors participating in contractor teaming arrangements must abide by all terms and conditions of their respective Federal Supply Schedule contracts. If a teaming arrangement is proposed it must be with other schedule holders and a copy of their schedule must be provided with your quotation. Any teaming arrangement is highly encouraged due to the total solution required for this effort.

### **52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration of the current period of performance.

### **52.217-9 Option to Extend the Term of the Contract. (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the



contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months, 3 years (months) (years).

52.228-5 -- Insurance -- Work on a Government Installation (Jan 1997) – IBR to include but not limited to - Contractor owned vehicle insurance and contract employee owned vehicle insurance as applicable per State law or Government installation(s).

52.228-7 -- Insurance -- Liability to Third Persons (Mar 1996) - IBR

52.232-18 -- Availability of Funds (Apr 1984)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR. 1984)

Funds are not presently available for performance under this contract beyond the initial performance period. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### LIMITATION OF FUNDS

(a) Of the total price in the "Price" section, only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) It is contemplated that funds now obligated under this contract will cover the work to be performed.

(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The

notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c) (1) of this clause or another date agreed to by the parties.

(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.

(e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.

(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

#### **ORGANIZATIONAL CONFLICTS OF INTERESTS**

(a) Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

(b) To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

### **Electronic Invoicing Process (December 2014)**

GSA employs Electronic Commerce in Contracting to the maximum extent practicable. Contractors shall use the GSA Assisted Services Shared Information System (ASSIST), also known as IT Solutions Shop (ITSS) at <https://portal.fas.gsa.gov/public/login> to submit invoices. All invoice information, to include attached documents, shall be submitted to ASSIST.

(1) For each invoice, the contractor shall complete the required fields provided in ASSIST and must attach a copy of the invoice. Assistance in using the GSA ASSIST application and answers to related questions may be obtained via email at [aasbs.helpdesk@gsa.gov](mailto:aasbs.helpdesk@gsa.gov) or by calling (877) 472-4877.

(2) The Invoice Form will include all active Task Items on the contract. The contractor shall enter the invoice amount in dollars and cents for each Task Item.

(3) Additional instructions may be provided by the Contracting Officer, Contracting Officer's Representative, or the Customer Account Manager, immediately following the award of the contract or during contract administration to further enhance the use of Electronic Commerce in Contracting or to ensure compliance with GSA or GSA Customer Agency requirements or policies.

### **Closeout Procedures:**

(1) **Interim close outs:** The Government will close out each year of performance within 6 months of its expiration using the rates billed during that period. The contractor will be required to execute a release of claims to be included in a bi-lateral modification at the conclusion of the performance period.

(2) **Final Invoice:** Invoices for the final performance period must be so identified and submitted within 6 months from completion. After this submission, no further charges are to be billed. A copy of the written client agency acceptance of task completion must be attached to the final invoice. If necessary, the contractor may request from GSA an extension for a final invoice that may exceed the 6-month time frame. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims to the Contracting Officer. This release of

claims is due within fifteen (15) calendar days of final payment. The Government reserves the right to require certification by a COR before payment is processed, if necessary.

### **Contractual Authority and Communications**

- (a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the contractor effects a change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in changes incurred as a result thereof.
- (b) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

The contract information of the Contracting Officer:

**Name:** Doug Punzel

**Address:** GSA, FAS Region 1  
10 Causeway Street  
Boston, MA 02222

**Phone:** (617) 595-6772  
[douglas.punzel@gsa.gov](mailto:douglas.punzel@gsa.gov)

### **COR APPOINTMENT**

- (a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this contract. The COR is responsible for the specific duties and functions assigned in the COR Appointment Letter.
- (b) The address and telephone number of the Contracting Officer's Representative (COR) is:

**Name:** To be completed at award

**Address:** " "

**Phone:** " "

**E-mail:** " "

## ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the CO in accordance with FAR Subpart 9.5 (attachment 2). The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners. b. The contractor is required to complete and sign an OCI Statement. The contractor must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below. c. If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review. d. In addition to the mitigation plan, the CO may require further information from the contractor. The CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI. e. If any such conflict of interest is found to exist, the CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.

## Non-Disclosure Agreements (NDAs)

Prior to contract performance, the Contractor is responsible for obtaining - NDAs for all applicable locations and applicable Government, corporate, supplier, and sub tier vendors with proprietary, restricted, competition sensitive, classified, or any other restricted (e.g. non-foreign disclosure due to public law) data that will be used or accessed during the execution of this order. The Contractor shall provide approved NDA forms to the COR upon request.

## **INFORM 2.0 Solicitation Language FAR Part 8**

### A. Overview of the In-depth Feedback through Open Reporting Methods (INFORM 2.0) Process

This solicitation is part of an initiative using the INFORM 2.0 process which is designed to enhance the quality and usefulness of **post-award** communications by providing greater transparency and openness into the procurement process. INFORM 2.0 seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision.

Through the INFORM 2.0 process, GSA will seek to share additional information with offerors in writing and/or through an oral feedback meeting that is not required by statute or regulation. For purposes of this solicitation, and in addition to any information required by FAR Part 8.405-2(d), GSA is providing each offeror with the opportunity to participate in the INFORM 2.0 process as further discussed below. The additional opportunities set forth in this section do **NOT** constitute a debriefing or required debriefing pursuant to FAR 15.506. This is a procurement being conducted pursuant to FAR Part 8 and, accordingly, any regulatory notification of award and a brief explanation of the basis for the award decision are specified at FAR 8.405-2(d).

B. Detailed Description of the INFORM 2.0 Process

B.1. Component 1 - Notification of Award

After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR Part 8.405-2), the contracting officer will issue written notices to the successful and unsuccessful offerors (the Notification of Decision Statement (NODS)). The notices will contain:

- All information required by statute or regulation;
- An un-redacted copy of the complete technical evaluation for that particular offeror that includes a full description of the unsuccessful offeror's strengths, weaknesses, risks, and deficiencies;
- An overall technical evaluation summary for that particular offeror and the successful offeror that includes evaluated price; overall technical ranking, rating, or score.

B.2. Component 2 - Request for Oral Feedback Meeting or Written Questions

Within three business days after receipt of the NODS, an offeror may, but is not required to:

- Submit a written request to the contracting officer for an oral feedback meeting;
- Submit a list of written questions to the contracting officer; or,
- Take no further action.

If an offeror does not request an oral feedback meeting or submit a list of written questions within the three day time period, the INFORM 2.0 process is concluded.

If the offeror submits a list of written questions in lieu of the oral feedback meeting, the contracting officer will attempt to respond within five business days of receipt of the written questions. Unless otherwise stated, the contracting officer's response to the written questions will conclude the INFORM 2.0 process.

If the offeror requests an oral feedback meeting, the offeror should provide the following information:

- Primary point of contact;
- List of participants with titles (e.g., Senior Vice President);
- List of topics to assist GSA better prepare for the oral feedback meeting; and,
- Preference for in-person, telephone, or web-based conferencing (if available).

The contracting officer will make every effort to schedule the oral feedback meeting within five business days of the offeror's receipt of the notification of award.

### B.3. Component 3 - Oral Feedback Meeting

During the oral feedback meeting, GSA's objectives are to provide:

- Reasonable responses to written questions submitted by the offeror;
- Cohesive explanations for the evaluation conclusions and contract award decisions;
- Any additional information about the fairness and impartiality of the evaluation and whether the award decision was rational;
- Reasonable responses to additional questions raised during the meeting;
- Additional transparency into the underlying competition process; and,
- A greater understanding of the evaluation and award process.

GSA will not provide any information that is prohibited by law or regulation.

### B.4. Component 4 - Post Oral Feedback Meeting Questions

Within two business days after the conclusion of the oral feedback meeting, the offeror may submit a list of written questions to the contracting officer. The contracting officer will provide a written response within five business days and, unless otherwise noted, the INFORM 2.0 process is concluded.

If the offeror elects not to submit a list of written questions within two business days after the oral feedback meeting, the INFORM 2.0 process is concluded.

## **Personnel Substitution**

The contractor shall not replace any personnel designated as personnel in the quotation without the written concurrence of the CO. When a personnel change is required, the notification to the Government shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance. Substitute personnel qualifications shall be equal to, or greater than, those of the personnel substituted. If the CO and COR determine that a proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination Cost Reimbursement Alternate IV.

### **Additional Agency Requirements:**

#### **Combating Trafficking In Persons**

In accordance with FSS 70 contract clause 52.222-50 Combating Trafficking In Persons (JAN 2019), the Contractor shall establish policies and procedures for ensuring its employees do not engage in or support trafficking in persons or use forced labor in the performance of this contract.

#### **Non United States (US) Citizen Employee Requirement**

For the performance of this contract, the Contractor shall utilize only employees who are US citizens, or lawfully admitted and employed non-citizens. Non US citizens will not be allowed to perform work on contracts or subcontracts involving access (or possible access) to sensitive data, software or equipment without prior approval.

#### **Accident/Incident Report**

The contractor shall report immediately any major accident/incident (including fire) resulting in any one or more of the following: causing damage of Government property exceeding \$10,000; affecting program planning or production schedules; degrading the safety of equipment under contract, such as property damage may be involved; identifying a potential hazard requiring corrective action which are related to this contract. The contractor shall prepare an Accident/Incident report for each incident.

The contractor employees, including subcontractor employees, shall comply with all building, installation, facility and security policies and procedures such as all fire drills and building evacuations. The contractor shall report their evacuation immediately to their COR to confirm compliance.

#### **Non-Personal Services**



The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Such contractor employees shall be accountable solely to the Contractor who, in turn is responsible to the Government.

Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer (CO) immediately.

### **Government - Contractor Relationships**

The Government and the contractor understand and agree that the services to be delivered under this task order by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the task order between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

a. Contractor personnel under this task order shall not:

- (1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.
- (2) be placed in a staff or policy making position.
- (3) be placed in a position of command, supervision, administration or control over Military or Civilian personnel, or personnel of other contractors, or become a part of the Government organization.
- (4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of Military or the General Services Administration.
- (5) be used in administration or supervision of military procurement activities.

b. Employee Relationships

(1) The services to be performed under this task order do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter any Government installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any

degree of Government control which is inconsistent with a non-personal services task order.

### **Identification of Contractor Employees:**

- a. All contractor employees shall be identified as such by wearing badges at all times while performing work at Government facilities and when performing work for the Government under the scope of specific contract at other installations or nongovernment sites to include attendance at meetings, seminars, etc. The badges may be either affixed to clothing or be displayed from a chain or other mechanism worn around the neck. Badges must include contractor's company name and employee's name. No other items may be placed on the badge.
- b. Contractor workspace shall ensure that Federal employees and the public know that they are not Federal employees.
- c. Contractor employees shall initially identify themselves by name and company affiliation when answering the telephone, presenting briefings, conducting or attending meetings/seminars or any other situations where their contractor status is not obvious.
- d. Official contractor correspondence (written, facsimile, and email display) shall include their company name and any other documents or reports produced by contractors are identified as contractor products or contractor participation is disclosed.

### **Inherently Governmental Functions**

The Contractor shall not provide inherently governmental functions as defined in FAR 2.101 under this task order.

### **Additional Clauses**

#### **FAR 52.252-2 Clauses incorporated by reference (FEB 1998)**

The Contractor's GSA MAS Contract Number (to be filled in upon award) incorporates all clauses by reference, with the same force and effect as if they were given in full text. In addition to the GSA MAS Contract, the following clauses incorporated by reference may be accessed electronically at the following websites:

<https://www.acquisition.gov/far>  
<https://www.acquisition.gov/browse/index/gsam>  
<https://www.acquisition.gov/dfars>

#### **GSAM and GSAR Clauses in Full Text or by Reference**

<b>GSAM CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>

<b>552.232-39</b>	Unenforceability of Unauthorized Obligations. (FAR DEVIATION)	<b>FEB 2018</b>
<b>552.232-78</b>	Commercial Supplier Agreements–Unenforceable Clauses	<b>FEB 2018</b>
<b>GSAR CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
552.204-70	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020

**GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF). The cumulative value of OLMs in an individual task or delivery order cannot exceed 33.33% of the total value of the order.**

**LIST OF ATTACHMENTS:**

<b>Attachment Number</b>	<b>Attachment Title</b>
<b>1</b>	Performance Work Statement, 7.20.2020
<b>2</b>	RFQ Vendor Questions and Answers - FINAL
<b>3</b>	WIR 47QFNA20Q0008 - Team Myriddian CTA Technical Volume I
<b>4</b>	WIR 47QFNA20Q0008 - Team Myriddian CTA Price Volume II